

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Myriad International Marketing, LLC 4601 Madison Avenue Kansas City, MO 64112	2. Registration No.  6549
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3. Name of Foreign Principal Italian National Tourist Board	4. Principal Address of Foreign Principal 686 Park Avenue, 3rd Floor New York, NY 10065
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee                      |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
Tourism Branch
- b) Name and title of official with whom registrant deals  
Francesco Brazzini

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A November 26, 2019	Name and Title Misti Borchers, VP, Director of Accounting Operations	Signature /s/ Misti Borchers <div style="text-align: right;">eSigned</div>
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U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Myriad International Marketing, LLC	2. Registration No.  6549
3. Name of Foreign Principal  Italian National Tourist Board	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
Perform event coordination for New York City event in conjunction with the Tourist Board's local office, designed to promote Italy as a tourist destination.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #7.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 26, 2019	Misti Borchers, VP, Director of Accounting Ops	/s/ Misti Borchers eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ENIT-New york.I.0006378.18-07-2019

**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") is entered into and made effective as of July 10, 2019 ("Effective Date") by and between Myriad International Marketing, LLC, a Delaware limited liability company with offices at 6033 W. Century Blvd, Suite 900, Los Angeles, CA 90045 USA (hereinafter referred to as "Agency") and ENIT – AGENZIA NAZIONALE DEL TURISMO whose address is, P.I. 01008391003 Via Marghera n. 2 Roma, 00185 RM Italia C/O ENIT – ITALIAN NATIONAL TOURIST BOARD, 686 Park Avenue 3rd Floor, New York, NY 10065 (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Client desires to employ services available through the Agency; and WHEREAS, Agency is qualified and willing to render such services; The parties hereto agree as follows:

**1. APPOINTMENT**

Client hereby authorizes Agency to act as its agent in accord with the terms stipulated in this Agreement. This Agreement becomes effective July 10, 2019 and shall remain in full force and effect until terminated pursuant to Paragraph XI.

**2. SCOPE OF SERVICES**

Agency shall perform the following services on behalf of Client pursuant to any "Statement of Work" or "SOW." The SOW will be a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services, in a form substantially similar in form to Exhibit A, attached hereto and incorporated herein by reference. Each SOW and any amendment thereto may not be made except by a writing signed by both Agency and Client. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

**3. AGENCY COMPENSATION**

Client agrees to pay Agency for the services set forth for the services rendered in accordance with the payment schedule as provided in any applicable SOW. If the specifications of the project are changed, a new estimate will be provided for approval. Services outside of this scope of work will necessitate additional compensation.

**4. MATERIALS, SERVICES AND APPROVALS**

Client shall provide Agency with written approval of all materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. In this event, however, Client will retain sole liability for all commitments made by Agency prior to such action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

**5. OWNERSHIP OF MATERIALS**

Three handwritten signatures in black ink, located in the bottom right corner of the page.

ENIT-New york.I.0006378.18-07-2019

All completed materials created and/or produced by Agency and accepted by Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency pursuant to this Agreement. ENIT – AGENZIA NAZIONALE DEL TURISMO is enabled to use documents, publications, information or any other oral or written material that will be produced by MYRIAD for ENIT – even after conclusion of the relationship between the parties.

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Marks. Agency hereby reserves all such rights not specifically granted hereunder.

#### 6. INVOICING AND PAYMENT

The total fee for this project payable to the agency is US \$ 43,850.

Client shall be invoiced 50% of the total fee owed, in the amount of US\$ 21,925, upon signing of the agreement. The second installment of 25%, in the amount of US\$ 10,962.50, will be due September 15, 2019 and the remaining balance of 25%, in the amount of US\$ 10,962.50, will be billed at the conclusion of the project (invoice date October 30<sup>th</sup>). If the project is cancelled before completion by Client (ENIT – AGENZIA NAZIONALE DEL TURISMO), all accrued charges to date will be billed.

If any extra costs should arise, other than as detailed in this agreement, MYRIAD will inform ENIT and will secure ENIT's approval in advance.

Any invoice for which Agency has not received payment within 30 days from the date of invoicing, shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, Agency reserves the right to immediately suspend all services on behalf of the Client until such time as payment is received.

Should it become necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement, or otherwise authorized by Client, Client agrees to pay all costs incurred including reasonable attorney fees.

Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client.

#### 7. INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS

Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the



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cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from any and all claims, judgments or costs, including reasonable attorney's fees, that Agency may incur by reason of defending any claim or legal action in which Agency may become involved by reason of any contractual action taken on behalf of Client.

Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency.

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, Agency shall not be liable to Client or anyone claiming by, through, or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Agency or this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or breach of any express or implied warranty, including, but not limited to, losses of profits, income, revenue, use, financing, business or reputation and losses of management or employee productivity or the services of such persons.

Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of Agency to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs or damages whatsoever, arising out of, resulting from, or in any manner relating to Services provided to Client by Agency or this Agreement for which Agency is responsible from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Agency shall not exceed the total compensation received by Agency under this Agreement for the applicable SOW which is the subject of Client's claim.

#### 8. RESERVATION AS TO DUTIES

Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement shall be construed as committing Agency to violate any lawful contractual commitments to media.

#### 9. CONFIDENTIAL INFORMATION

Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

#### 10. EMPLOYMENT OF AGENCY PERSONNEL

During the term of this Agreement and for a period of one (1) year following its termination, Client agrees not to hire any employee of Agency and Agency agrees not to hire any employee of Client.

#### 11. TERMINATION

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Either party hereto may terminate this agreement by giving ninety (90) days prior written notice thereof by certified mail or registered mail to the other party.

Notification of termination shall be delivered by registered mail as follows:

If to MMGY Global, LLC:

Julie Cuesta, EVP, Managing Director  
Myriad International Marketing, LLC  
6033 W. Century Blvd, Suite 900  
Los Angeles, CA 90045, USA

Copy to:  
Clayton Reid, CEO  
MMGY Global, LLC  
4501 Madison Avenue  
Kansas City, Missouri, 64112, USA

If to Client:

Francesco Brazzini  
ENIT – AGENZIA NAZIONALE DEL TURISMO  
P.I. 01008391003  
Via Marghera n. 2  
Roma, 00185 RM Italia  
C/O ENIT – ITALIAN NATIONAL TOURIST BOARD,  
686 Park Avenue 3rd Floor,  
New York, NY 10065

Agency's rights, duties and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period.

#### 12. TRANSFER OF OWNERSHIP

Upon the termination of this Agreement and upon receipt by Agency of all amounts to which it is entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.

Agency shall also cooperate in transferring, with approval of authorized third parties, all reservations, contracts and arrangements with advertising media, or others, for advertising space or materials yet to be used and all related rights and claims, upon being duly released from such obligations. Agency time spent on transition activities including, but not limited to, the onboarding of new partners and packaging up Client files for transfer, are considered billable activity and will be estimated according to the Agency's standard rate card. Any incremental costs outside of standard fees will be provided in writing and approved in advance by Client.

Client shall own all rights to any advertising materials which are produced in finished form prior to the effective termination of this Agreement. Agency shall proceed promptly to complete production of any such materials during the notice period. However, at termination, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency, and



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Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials.

13. GENERAL

Relationship of the Parties - Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement - This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its choice or conflict of laws provisions. Client hereby consents to exclusive jurisdiction and venue in the courts sitting in Jackson County, Missouri. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

Captions - Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

MYRIAD is aware of and shall comply with all applicable laws, rules, regulations and ordinances in the performance of its obligations under this Agreement.

MYRIAD declares to have liability insurance for itself and for third parties as related to MYRIAD's activities.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signatory, title

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ENIT – AGENZIA NAZIONALE DEL TURISMO



Hugh McConnell  
EVP, CFO



ENIT-New york.1.0006378.18-07-2019

**EXHIBIT A – Statement(s) of Work****STATEMENT OF WORK**

No. 1

This Statement of Work ("SOW") is entered into and made effective as of July 10th, 2019 (the "Effective Date"), by and between **Myriad International Marketing, LLC**, a Delaware limited liability company with offices at 6033 W. Century Blvd, Suite 900, Los Angeles, CA 90045 USA (hereinafter referred to as "**Agency**") and **ENIT – AGENZIA NAZIONALE DEL TURISMO** whose address is, Via Marghera n. 2 P.I. 01008391003 Roma, 00185 RM Italia C/O ENIT – ITALIAN NATIONAL TOURIST BOARD, 686 Park Avenue 3rd Floor, New York, NY 10065 (hereinafter referred to as "**Client**").

This SOW is governed by the terms and conditions of the Services Agreement between Agency and Client with an Effective Date of July 10, 2019.

**I. Term:**

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and can be terminated by either party with 90 days written notice.

**II. Description of Services:****A) Scope of Work**

Work in conjunction with the Italian Tourist Board New York office to manage the 2019 Italy Luxury Event, October 29<sup>th</sup> and 30<sup>th</sup> in New York City.

Myriad services to include:

- Scout locations and present three options to ENIT for review and approval based on agreed criteria
- Coordinate a pre-event site visit
- Source additional services provided for the event, including but not limited to catering, A/V, decor and floral designs, signage, entertainment, photographer/videographer, etc.
- Provide consultation on event format
- Establish event logistics, including development of running sheets of each event
- Provide consulting services throughout the event, beginning with the first phase of event planning with the INTB team to kick-off the project
- Advise on the event sessions content and structure.
  - o This includes ongoing communication with INTB, including weekly updates to INTB regarding event status and RSVPs.
- In advance of the event, provide support materials for briefing documents for the Italian suppliers
- Provide management support where needed for event rental, A/V, and food and beverage contracts
- Provide two Myriad staff to attend both days of the event and provide additional brand ambassadors during registration and throughout the evening as needed
- Conduct day-of event management, including registration, timelines, B-to-B meeting flow, rehearsals, collateral distribution, etc.
- Research and secure an event app service provider for the event (additional cost is associated with the app purchase). Details such as speaker and supplier bios, session discussion topics and more will be available via the app.
- Provide consultation and feedback on the presentation topics, content and creative design
- In consultation with INTB, research and recruit speakers for sessions throughout the event
  - o This includes speakers for the supplier seminars and individuals for the VIP panel discussion.

Handwritten signatures and initials, including a large 'W' and several other stylized marks.

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- As needed, assist with additional items such as collateral or giveaways to be distributed to the attendees, event signage, decor and/or other printed material.
  - o This does not include our creative design or production services.
- Produce name badges for suppliers, attendees and other guests
- Provide PR services, including distributing information about this event to major trade publications as well as inviting trade media to attend relevant portions of the event to secure event coverage
- Design, send and manage digital invitations; manage the RSVP process, including callbacks to ensure attendance is maximized; and handle all pre- and post-event communications with the participants

ENIT to provide:

- One main point of contact for coordination of events, review of elements and approvals
- Recruit all attendees both buyers and suppliers for the events
- Liaise with consortia on agent recruitment providing updates to agency as needed
- Paid vendors directly per payment details
- Provide visual elements for promotion materials including, but not limited to, photos, logos, brand guidelines, video etc.

### III. Fees and Payment Schedule

#### A) Service Fee

Client agrees to pay Agency a services fee of USD \$43,850 dollars to compensate the Agency for staff time devoted to account management, securing venues, developing the event program in conjunction with ENIT and account administration. Client shall be invoiced 50% of the total fee, in the amount of US \$ 21,925 upon signing of the agreement. The second installment of 25%, in the amount of US \$ 10,962.50, will be due September 15, 2019 and the remaining balance of 25%, in the amount of US \$ 10,962.50, will be billed at the conclusion of the project (October 30<sup>th</sup> 2019).

#### B) Shipping Costs

All shipping, express package or express mail charges incurred by Agency on behalf of the Client shall be billed to Client at cost, with prior approval by Client.

#### C) Transportation, Lodging & Maintenance Expenses

Client agrees to reimburse Agency at cost for all pre-approved transportation, lodging and maintenance expenses incurred by members of Agency's staff while traveling to perform on behalf of Client.

#### D) Vendor Expenses

ENIT will be solely responsible to pay vendors directly for all pre-approved costs such as, but not limited to, venues, catering, photography, A/V etc. Any vendor or out of pocket expenses incurred by Agency will be pre-approved by the client, in writing, and reimbursed to Agency.

#### E) Administrative Expenses

Agency will absorb administrative expenses including telephone charges, duplication charges and ordinary postage.

#### F) Other Services

Any additional services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under an additional Statement of Work. A change in services may necessitate a change in compensation.

Handwritten signatures and initials in the bottom right corner of the page.



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IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this \_\_\_\_ day of \_\_\_\_\_, 2019.



\_\_\_\_\_  
Signatory title  
ENIT



Julie Cuesta, EVP, Managing Director  
Myriad International Marketing, LLC

